

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 13

**Date:** April 7, 2010

**Subject:** Amendment No. 1 to Cooperative Agreement C08139 (Caltrans Agreement 08-1383) with the California Department of Transportation (Caltrans) for Project Approval and Environmental Document (PA&ED) phase of the I-15/I-215 Devore Interchange Improvements Project

**Recommendation:\*** Approve Amendment No. 1 to Cooperative Agreement C08139 (Caltrans Agreement 08-1383) with Caltrans to change the lead agency for the Project Approval and Environmental Document (PA&ED) phase of the I-215 Devore Interchange Improvements Project from SANBAG to Caltrans District 8 in the amount of \$195,000.00.

**Background:** This is an amendment to an existing cooperative agreement with Caltrans. The SANBAG Board approved a cooperative agreement with Caltrans in February, 2008 establishing the roles and responsibilities and level of oversight between the two agencies for the PA&ED phase of the I-15/I-215 Devore Interchange Improvements Project. The SANBAG Board at its January, 2010 meeting approved proceeding with a design build delivery method, submitting an application to the CTC through Caltrans for design build approval and negotiating with Caltrans on defining roles and responsibilities whereby Caltrans would be designated as the lead agency for the project as it moves forward. Caltrans must be the lead agency for all phases of the project in order for the project to be eligible for one of the 10 available State spots for potential design build projects according to Senate Bill 4 (SBX2 4). Therefore, prior to submitting this project to the California Transportation Commission for their consideration, a cooperative

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

agreement designating Caltrans as the lead agency must be executed. This agreement, therefore, accomplishes that transfer of lead responsibility.

SANBAG is currently the lead agency on the project and has a design consultant, AECOM, preparing the PA&ED for final approval. This contract will still be maintained. The roles and responsibilities listed at the end of the cooperative agreement amendment define those tasks that will be performed by SANBAG and its consultant and those led by Caltrans. Caltrans will be taking a more active role as lead agency and will therefore incur additional costs. This agreement specifies that SANBAG will pay Caltrans for its execution of the defined tasks in the agreement up to \$195,000.00. Caltrans will submit monthly invoices and documentation for their work expenses and SANBAG will review and approve those invoices. SANBAG will actively monitor the costs incurred on the project and provide support to Caltrans on an as-needed basis through the use of our existing AECOM contract.

Another cooperative agreement defining funding, roles, and responsibilities for the procurement phase of the design build delivery process will be developed in the near future. This agreement between SANBAG and Caltrans will specify tasks and expenses related to the preparation of a design build procurement package. This will include a Request for Qualifications for shortlisting firms and a Request for Proposals for selection of the Design Builder for this project. Preparation of the procurement package will overlap with the completion of the PA&ED phase.

**Financial Impact:** This cooperative agreement provides for the payment of up to \$195,000 to Caltrans through completion of the PA&ED phase of the project. This work will be funded through Measure I 2010-2040 funds and is consistent with the 09/10 fiscal year budget. Task 88010000

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on March 11, 2010. SANBAG Counsel has reviewed this agreement as to form.

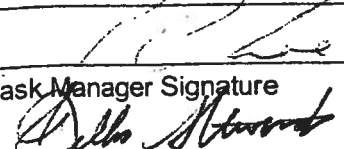
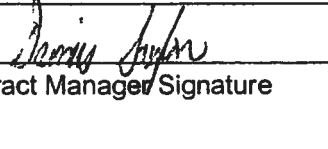

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C08139-01  
by and between  
San Bernardino County Transportation Authority  
and  
California Department of Transportation  
for

Devore Interchange PA/ED Cooperative Agreement

<b>FOR ACCOUNTING PURPOSES ONLY</b>							
<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>08-1383 A/1</u>			Retention:		<input type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID _____			<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Amendment	
<b>Notes: This is a contract amendment without additional costs.</b>							
Original Contract:		\$ <u>0</u>		Previous Amendments		\$ <u>0</u>	
				Previous Amendments		\$ <u>0</u>	
				Contingency / Allowance Total:			
Contingency / Allowance Amount		\$ <u>0</u>		Current Amendment:		\$ <u>195,000</u>	
				Current Amendment Contingency / Allowance:		\$ <u>0</u>	
Contingency Amount requires specific authorization by Task Manager prior to release.							
<b>Contract TOTAL ►</b>						<b>\$ <u>195,000.00</u></b>	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.							
▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
880	610	000	5553/52001	1300/99006	Measure I	\$ <u>195,000</u>	
Original Board Approved Contract Date:				<u>2/6/08</u>	Contract Start: <u>2/6/08</u>		Contract End: <u>12/31/14</u>
New Amend. Approval (Board) Date:				<u>4/7/10</u>	Amend. Start: <u>4/7/10</u>		Amend. End: <u>12/31/14</u>
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.							
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>90,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>105,000</u>	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>880</u> (C-Task may be used here.).							
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

<b>CONTRACT MANAGEMENT</b>	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Federal Funds
	<input type="checkbox"/> State/Local Funds
<input type="checkbox"/> Underutilized DBE (UDBE)	

Task Manager: <u>Garry Cohoe</u>		Contract Manager: <u>Dennis Saylor</u>	
 Task Manager Signature	 Contract Manager Signature		
Date <u>3/4/10</u>	Date <u>3/4/10</u>		
 Chief Financial Officer Signature	Date <u>3/25/10</u>		

08-SBd-15 PM 14.0/R16.4  
08-SBd-215 PM 16.0/17.8  
Improvement on I-15/I-215  
Interchanges  
EA 0K7100  
District Agreement No. 8-1383 A/1

**REPLACEMENT AGREEMENT  
(AMENDMENT NO. 1 TO AGREEMENT)**

This AMENDMENT NO.1 TO AGREEMENT (AMENDMENT), entered into effective on \_\_\_\_\_, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY, a  
public entity referred to herein as  
"AUTHORITY."

**RECITALS**

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the County of San Bernardino.
2. The parties hereto entered into an Agreement No. 8-1383, on March 11, 2008, said Agreement defining the terms and condition of a project to construct improvements on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC, referred to herein as "PROJECT."
3. Said Agreement stated that AUTHORITY prepared Project Approval and Environmental Document (PA&ED) and was willing to fund one hundred percent (100%) of all PA&ED support costs for PROJECT.
4. Now, STATE and AUTHORITY agree to replace in its entirety Agreement No. 8-1383 with Replacement Agreement (Amendment No. 1 to Agreement 8-1383) under which AUTHORITY, at its own expense, request STATE to prepare certain PA&ED activities, referred to herein as "SERVICE", as shown on Exhibit A, attached to and made a part of this Agreement.
5. STATE funds will not be used to finance any of the PROJECT support costs except as set forth in this Agreement.

6. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
7. PROJECT design, right of way, landscape maintenance and construction will be the subject of a separate future agreement or agreements.
8. This Agreement will define the roles and responsibilities of the California Environmental Quality Act (CEQA) Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with National Environmental Policy Act (NEPA), if applicable.
9. The parties now define herein below the terms and conditions under which PROJECT is to be developed and financed.
10. This project will qualify STATE to administer the PROJECT as a Design Build.

## **SECTION I**

### **STATE AGREES:**

1. To provide SERVICE, including the CEQA Lead Agency and the NEPA Lead Agency, if applicable, and all work incidentals thereto at one hundred percent (100%) AUTHORITY's expense estimated to be \$195,000 as shown on Exhibit B, attached to and made a part of this Agreement. If it becomes necessary for an increase in SERVICE funding, said increase will be paid in full by AUTHORITY using local funds.
2. Not to use STATE funds to finance any of the PROJECT PA&ED support costs except as set forth in this Agreement.
3. To account for all PROJECT costs to be paid for by AUTHORITY pursuant to this Agreement.
4. STATE will submit monthly invoices for monthly costs of SERVICE to AUTHORITY based on the prior month's actual expenditures.
5. To submit a monthly progress report to AUTHORITY which describes the SERVICES performed and completed during the reporting period with pertinent data such as expenditures and percentage progress achieved to date, all in accordance with STATE's standard accounting practices.

6. All PROJECT work performed by STATE on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow.
7. To prepare a Project Report (PR), the environmental documentation, including all investigative studies and technical environmental reports, all necessary SERVICE activities, and services, by STATE, at no cost to STATE, and to submit each to AUTHORITY for AUTHORITY's review at appropriate stages of development.
8. To be responsible for, the investigation of potential hazardous material sites within and outside of the existing SHS right of way that could impact PROJECT as part of performing any SERVICE work.

## **SECTION II**

### **AUTHORITY AGREES:**

1. To pay one hundred percent (100%) estimated to be \$195,000 for STATE's SERVICE.
2. To monitor actual SERVICE expenditures and to provide notice to STATE should the expected actual SERVICE costs exceed the budgeted amount of \$195,000. If said costs exceed \$195,000 and AUTHORITY fails to secure additional funding, STATE shall cease SERVICE until such funds are forthcoming.
3. To make payment to STATE within thirty (30) days of receiving the invoice for the prior month's actual expenses. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by AUTHORITY using local funds.
4. AUTHORITY will perform all the work that is under their name in EXHIBIT A at their own expense.

## **SECTION III**

### **IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. In the event of a SERVICE cost overrun, STATE and AUTHORITY will work cooperatively to identify an acceptable course of action. Additional costs and

responsibilities for any required actions that exceed the SERVICE budgeted costs shall be covered by an amendment to this agreement.

3. The Project Study Report (PSR) for PROJECT, approved on March 3, 2009, is by this reference, made an express part of this Agreement.
4. The basic design features shall comply with those addressed in the approved PSR, unless modified as required for completion of the PROJECT's environmental documentation and/or if applicable, requested by the Federal Highway Administration (FHWA) or STATE.
5. STATE will be the CEQA Lead Agency and AUTHORITY will be the CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if applicable. STATE will assess PROJECT impacts on the environment and STATE will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if applicable, NEPA.

If, during preparation of preliminary engineering, preparation of the Plans Specifications and Estimates, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by STATE at AUTHORITY's expense.

6. STATE agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate regulatory agencies. If the parties agree in writing that AUTHORITY is responsible for obtaining said PROJECT permits, Agreements, and/or approvals from appropriate regulatory agencies, then those said costs shall be a PROJECT cost.
7. STATE shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
8. Notwithstanding Articles 6 and 7 of this Section III, in the event that Article 2 of Section II occurs, AUTHORITY agrees, at AUTHORITY's cost, to ensure all commitments and conditions set forth in the PROJECT's environmental documentation, permits, agreements or approvals that are required to keep PROJECT in environmental compliance are implemented until additional funds are procured for PROJECT and this Agreement is amended accordingly.
9. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental reports, permits, agreements, and/or approvals for

PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.

10. STATE, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public meetings/hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if applicable.

STATE, as a PROJECT cost, shall be responsible for planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, public meetings/hearings on the environmental document. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings.

11. In the event AUTHORITY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, AUTHORITY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and if applicable, the NEPA Lead Agency, and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if applicable, NEPA, public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and if applicable, NEPA, related roles and responsibilities.

12. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.

13. The party that discovers hazardous material (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.



HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

14. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

STATE, has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. AUTHORITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and AUTHORITY will pay, or cause to be paid, all costs associated with HM-1 management activities.

15. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost associated with HM-2 is a PROJECT construction cost.

16. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
17. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
18. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the design, right of way, landscape maintenance, and construction phases of PROJECT.
19. STATE invoices for support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. STATE establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
20. AUTHORITY followed applicable state and federal policies and procedures during the procurement process for the PA&ED consultant and the STATE was involved in the selection process.
21. STATE and AUTHORITY will share the completion of activities as shown on EXHIBIT A.

22. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
23. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
24. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
25. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
26. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
27. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2016, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

RANDELL H. IWASAKI  
Director of Transportation

By: \_\_\_\_\_  
PAUL M. EATON  
Board President

By: \_\_\_\_\_  
RAYMOND W. WOLFE, PhD  
District Director

Attest: \_\_\_\_\_  
VICKI WATSON  
Board Clerk

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Attorney,  
Department of Transportation

By: \_\_\_\_\_  
JEAN-RENE BASLE  
Counsel

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_  
LISA PACHECO  
District Budget Manager

CERTIFIED AS TO FINANCIAL  
TERMS AND POLICIES:

By: \_\_\_\_\_  
Accounting Administrator

**EXHIBIT A**  
**SCOPE SUMMARY**

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
<b>2</b>	<b>Project Approval and Environmental Document (PA&amp;ED) - 160, 165, 170, 175, 180, 205</b>	<b>X</b>	<b>X</b>	
<b>2.160</b>	<b>PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT REPORT</b>		<b>X</b>	
<b>2.160.05</b>	<b>UPDATED PROJECT INFORMATION</b>		<b>X</b>	
<b>2.160.05.05</b>	<b>APPROVED PID REVIEW</b>		<b>X</b>	
<b>2.160.05.10</b>	<b>GEOTECHNICAL INFORMATION REVIEW</b>		<b>X</b>	
<b>2.160.05.15</b>	<b>MATERIALS INFORMATION REVIEW</b>		<b>X</b>	
<b>2.160.05.20</b>	<b>TRAFFIC DATA AND FORECASTS REVIEW</b>		<b>X</b>	
<b>2.160.05.25</b>	<b>GEOMETRICS REVIEW</b>		<b>X</b>	
<b>2.160.05.30</b>	<b>PROJECT SCOPE REVIEW</b>		<b>X</b>	
<b>2.160.05.35</b>	<b>PROJECT COST ESTIMATE REVIEW</b>		<b>X</b>	
<b>2.160.05.99</b>	<b>OTHER PROJECT INFORMATION PRODUCTS</b>		<b>X</b>	
<b>2.160.10</b>	<b>ENGINEERING STUDIES</b>		<b>X</b>	
<b>2.160.10.10</b>	<b>TRAFFIC FORECASTS/MODELING</b>		<b>X</b>	
<b>2.160.10.15</b>	<b>GEOMETRIC PLANS FOR PROJECT ALTERNATIVES</b>		<b>X</b>	
<b>2.160.10.20</b>	<b>VALUE ANALYSIS</b>		<b>X</b>	
<b>2.160.10.25</b>	<b>HYDRAULICS/HYDROLOGY STUDIES</b>		<b>X</b>	
<b>2.160.10.30</b>	<b>HIGHWAY PLANTING DESIGN CONCEPTS</b>		<b>X</b>	
<b>2.160.10.35</b>	<b>TRAFFIC OPERATIONAL ANALYSIS</b>		<b>X</b>	
<b>2.160.10.40</b>	<b>UPDATED RIGHT OF WAY DATA SHEET</b>		<b>X</b>	
<b>2.160.10.45</b>	<b>UTILITY LOCATIONS DETERMINED FOR PRELIMINARY ENGINEERING</b>		<b>X</b>	
<b>2.160.10.50</b>	<b>RAILROAD STUDY</b>		<b>X</b>	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.160.10.55	MULTI-MODAL STUDY			X
2.160.10.60	PARK AND RIDE STUDY			X
2.160.10.65	RIGHT OF WAY RELINQUISHMENT AND VACATION STUDY			X
2.160.10.70	TRAFFIC STUDIES		X	
2.160.10.75	UPDATED MATERIALS INFORMATION		X	
2.160.10.80	UPDATED GEOTECHNICAL INFORMATION		X	
2.160.10.85	STRUCTURES ADVANCE PLANNING STUDY [APS] AND PRELIMINARY ENGINEERING		X	
2.160.10.90	HIGH OCCUPANCY VEHICLE REPORT			X
2.160.10.95	UPDATED PRELIMINARY TRANSPORTATION MANAGEMENT PLAN		X	
2.160.10.99	OTHER ENGINEERING STUDIES		X	
2.160.15	DRAFT PROJECT REPORT		X	
2.160.15.05	COST ESTIMATES FOR ALTERNATIVES		X	
2.160.15.10	FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS		X	
2.160.15.15	APPROVED EXCEPTIONS TO ENCROACHMENT POLICY	X		
2.160.15.20	DRAFT PROJECT REPORT		X	
2.160.15.25	DRAFT PROJECT REPORT CIRCULATION REVIEW AND APPROVAL	X		
2.160.15.99	OTHER DRAFT PROJECT REPORT PRODUCTS		X	
2.160.20	ENGINEERING AND LAND NET SURVEYS		X	
2.160.20.25	EXISTING RECORDS		X	
2.160.20.30	LAND NET SURVEYS		X	
2.160.20.35	LAND NET MAP		X	
2.160.20.40	RIGHT OF WAY ENGINEERING PRODUCTS		X	
2.160.20.50	CONTROL SURVEYS		X	
2.160.20.55	PHOTOGRAMMETRIC MAPS AND PRODUCTS		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.160.20.60	ENGINEERING SURVEYS		X	
2.160.20.65	AS-BUILT CENTERLINE SURVEYS		X	
2.160.20.70	PAVEMENT SURVEYS		X	
2.160.30	ENVIRONMENTAL STUDY REQUEST		X	
2.160.30.05	MAPS FOR ESR		X	
2.160.30.10	SURVEYS AND MAPPING FOR ENVIRONMENTAL STUDIES		X	
2.160.30.15	PROPERTY ACCESS RIGHTS FOR ENVIRONMENTAL/ENGINEERING STUDIES		X	
2.160.40	NEPA DELEGATION	X		
2.160.45	BASE MAPS AND PLAN SHEETS FOR PROJECT REPORT AND ENVIRONMENTAL STUDIES		X	
2.165	PERFORM ENVIRONMENTAL STUDIES AND PREPARE DRAFT ENVIRONMENTAL DOCUMENT		X	
2.165.05	ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PID		X	
2.165.05.05	PROJECT INFORMATION REVIEW		X	
2.165.05.10	PUBLIC AND AGENCY SCOPING PROCESS		X	
2.165.05.15	ALTERNATIVES FOR FURTHER STUDY		X	
2.165.05.99	OTHER ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PID		X	
2.165.10	GENERAL ENVIRONMENTAL STUDIES		X	
2.165.10.15	COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES		X	
2.165.10.20	VISUAL IMPACT ASSESSMENT AND SCENIC RESOURCE EVALUATION		X	
2.165.10.25	NOISE STUDY		X	
2.165.10.30	AIR QUALITY STUDY		X	
2.165.10.35	WATER QUALITY STUDIES		X	
2.165.10.40	ENERGY STUDIES		X	
2.165.10.45	SUMMARY OF GEOTECHNICAL REPORT		X	
2.165.10.55	DRAFT RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.165.10.60	LOCATION HYDRAULIC AND FLOODPLAIN STUDY REPORT		X	
2.165.10.65	PALEONTOLOGY STUDY		X	
2.165.10.70	WILD AND SCENIC RIVERS COORDINATION		X	
2.165.10.75	ENVIRONMENTAL COMMITMENTS RECORD		X	
2.165.10.80	HAZARDOUS WASTE INITIAL SITE ASSESSMENTS/INVESTIGATIONS		X	
2.165.10.85	HAZARDOUS WASTE PRELIMINARY SITE INVESTIGATIONS		X	
2.165.10.99	OTHER ENVIRONMENTAL STUDIES		X	
2.165.15	BIOLOGICAL STUDIES		X	
2.165.15.05	BIOLOGICAL ASSESSMENT		X	
2.165.15.10	WETLANDS STUDY		X	
2.165.15.15	RESOURCE AGENCY PERMIT RELATED COORDINATION	X		
2.165.15.20	NATURAL ENVIRONMENT STUDY REPORT		X	
2.165.15.99	OTHER BIOLOGICAL STUDIES		X	
2.165.20	CULTURAL RESOURCE STUDIES		X	
2.165.20.05	ARCHAEOLOGICAL SURVEY		X	
2.165.20.05.05	AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
2.165.20.05.10	NATIVE AMERICAN CONSULTATION		X	
2.165.20.05.15	RECORDS AND LITERATURE SEARCH		X	
2.165.20.05.20	FIELD SURVEY		X	
2.165.20.05.25	ARCHAEOLOGICAL SURVEY REPORT		X	
2.165.20.05.99	OTHER ARCHAEOLOGICAL SURVEY PRODUCTS		X	
2.165.20.10	EXTENDED PHASE I ARCHAEOLOGICAL STUDIES		X	
2.165.20.10.05	NATIVE AMERICAN CONSULTATION		X	
2.165.20.10.10	EXTENDED PHASE I PROPOSAL		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.165.20.10.15	EXTENDED PHASE I FIELD INVESTIGATION		X	
2.165.20.10.20	EXTENDED PHASE I MATERIALS ANALYSIS		X	
2.165.20.10.25	EXTENDED PHASE I REPORT		X	
2.165.20.10.99	OTHER PHASE I ARCHAEOLOGICAL STUDY PRODUCTS		X	
2.165.20.15	PHASE II ARCHAEOLOGICAL STUDIES		X	
2.165.20.15.05	NATIVE AMERICAN CONSULTATION		X	
2.165.20.15.10	PHASE II PROPOSAL		X	
2.165.20.15.15	PHASE II FIELD INVESTIGATION		X	
2.165.20.15.20	PHASE II MATERIALS ANALYSIS		X	
2.165.20.15.25	PHASE II REPORT		X	
2.165.20.15.99	OTHER PHASE II ARCHAEOLOGICAL STUDY PRODUCTS		X	
2.165.20.20	HISTORICAL AND ARCHITECTURAL RESOURCE STUDIES		X	
2.165.20.20.05	PRELIMINARY AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS FOR ARCHITECTURE		X	
2.165.20.20.10	HISTORIC RESOURCES EVALUATION REPORT - ARCHAEOLOGY		X	
2.165.20.20.15	HISTORIC RESOURCES EVALUATION REPORT - ARCHITECTURE		X	
2.165.20.20.20	BRIDGE EVALUATION		X	
2.165.20.20.99	OTHER HISTORICAL AND ARCHITECTURAL RESOURCE STUDY PRODUCTS		X	
2.165.20.25	CULTURAL RESOURCE COMPLIANCE CONSULTATION DOCUMENTS		X	
2.165.20.25.05	FINAL AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
2.165.20.25.10	PRC 5024.5 CONSULTATION		X	
2.165.20.25.15	HISTORIC PROPERTY SURVEY REPORT/HISTORIC RESOURCES COMPLIANCE REPORT		X	
2.165.20.25.20	FINDING OF EFFECT		X	
2.165.20.25.25	ARCHAEOLOGICAL DATA RECOVERY PLAN/TREATMENT PLAN		X	
2.165.20.25.30	MEMORANDUM OF AGREEMENT		X	



<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.165.20.25.99	OTHER CULTURAL RESOURCES COMPLIANCE CONSULTATION PRODUCTS		X	
2.165.25	DRAFT ENVIRONMENTAL DOCUMENT	X		
2.165.25.05	DRAFT ENVIRONMENTAL DOCUMENT ANALYSIS	X		
2.165.25.10	SECTION 4(F) EVALUATION	X		
2.165.25.15	CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION			X
2.165.25.20	ENVIRONMENTAL QUALITY CONTROL AND OTHER REVIEWS	X		
2.165.25.25	APPROVAL TO CIRCULATE RESOLUTION	X		
2.165.25.30	ENVIRONMENTAL COORDINATION	X		
2.165.25.99	OTHER DRAFT ENVIRONMENTAL DOCUMENT PRODUCTS	X		
2.165.30	NEPA DELEGATION	X		
2.170	PERMITS, AGREEMENTS, AND ROUTE ADOPTIONS DURING PA&ED COMPONENT			X
2.170.05	REQUIRED PERMITS			X
2.170.10	PERMITS			X
2.170.10.05	U.S. ARMY CORPS OF ENGINEERS PERMIT (404)			X
2.170.10.10	U.S. FOREST SERVICE PERMIT(S)			X
2.170.10.15	U.S. COAST GUARD PERMIT			X
2.170.10.20	DEPARTMENT OF FISH AND GAME 1600 AGREEMENT(S)			X
2.170.10.25	COASTAL ZONE DEVELOPMENT PERMIT			X
2.170.10.30	LOCAL AGENCY CONCURRENCE/PERMIT			X
2.170.10.40	WASTE DISCHARGE (NPDES) PERMIT(S)			X
2.170.10.45	U.S. FISH AND WILDLIFE SERVICE APPROVAL			X
2.170.10.50	REGIONAL WATER QUALITY CONTROL BOARD 401 PERMIT			X

District Agreement No. 8-1383 A/1

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.170.10.60	UPDATED ENVIRONMENTAL COMMITMENTS RECORD			X
2.170.10.95	OTHER PERMITS			X
2.170.15	RAILROAD AGREEMENTS			X
2.170.15.05	PLAN APPROVAL			X
2.170.15.10	SPECIAL PROVISIONS AND INSURANCE CLAUSES			X
2.170.15.15	SERVICE CONTRACT FOR RAILROAD SERVICES			X
2.170.15.20	CONSTRUCTION AND MAINTENANCE AGREEMENT			X
2.170.15.25	PUC EXHIBITS AND APPLICATION			X
2.170.15.99	OTHER RAILROAD AGREEMENT PRODUCTS			X
2.170.20	FREEWAY AGREEMENTS			X
2.170.20.05	DRAFT FREEWAY AGREEMENT			X
2.170.20.10	DRAFT FREEWAY AGREEMENT REVIEW			X
2.170.20.15	FINAL FREEWAY AGREEMENT			X
2.170.20.20	EXECUTED FREEWAY AGREEMENT			X
2.170.20.99	OTHER FREEWAY AGREEMENT PRODUCTS			X
2.170.25	AGREEMENT FOR MATERIAL SITES			X
2.170.30	EXECUTED MAINTENANCE AGREEMENT			X
2.170.40	ROUTE ADOPTIONS			X
2.170.40.05	ROUTE ADOPTION MAP			X
2.170.40.10	NEW CONNECTION REQUEST AND ROUTE ADOPTION CTC SUBMITTAL			X
2.170.40.15	ROUTE ADOPTION AND PUBLIC ROAD CONNECTION PLACED ON CTC AGENDA			X
2.170.40.99	OTHER ROUTE ADOPTION PRODUCTS			X
2.170.45	MOU FROM TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)			X

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.170.55	NEPA DELEGATION			X
2.175	CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT AND SELECT PREFERRED PROJECT ALTERNATIVE IDENTIFICATION	X		
2.175.05	DED CIRCULATION	X		
2.175.05.05	MASTER DISTRIBUTION AND INVITATION LISTS		X	
2.175.05.10	NOTICES REGARDING PUBLIC HEARING AND AVAILABILITY OF DRAFT ENVIRONMENTAL DOCUMENT		X	
2.175.05.15	DED PUBLICATION AND CIRCULATION		X	
2.175.05.20	FEDERAL CONSISTENCY DETERMINATION (COASTAL ZONE)			X
2.175.05.99	OTHER DED CIRCULATION PRODUCTS		X	
2.175.10	PUBLIC HEARING	X		
2.175.10.05	NEED FOR PUBLIC HEARING DETERMINATION	X		
2.175.10.10	PUBLIC HEARING LOGISTICS		X	
2.175.10.15	DISPLAYS FOR PUBLIC HEARING		X	
2.175.10.20	SECOND NOTICES OF PUBLIC HEARING AND AVAILABILITY OF DED		X	
2.175.10.25	MAP DISPLAY AND PUBLIC HEARING PLAN		X	
2.175.10.30	DISPLAY PUBLIC HEARING MAPS		X	
2.175.10.35	PUBLIC HEARING		X	
2.175.10.40	RECORD OF PUBLIC HEARING		X	
2.175.10.99	OTHER PUBLIC HEARING PRODUCTS		X	
2.175.15	PUBLIC COMMENT RESPONSES AND CORRESPONDENCE	X		
2.175.20	PROJECT PREFERRED ALTERNATIVE	X		
2.175.25	NEPA DELEGATION	X		
2.180	PREPARE AND APPROVE PROJECT REPORT AND FINAL ENVIRONMENTAL DOCUMENT	X		
2.180.05	FINAL PROJECT REPORT		X	

District Agreement No. 8-1383 A/1

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.180.05.05	UPDATED DRAFT PROJECT REPORT		X	
2.180.05.10	APPROVED PROJECT REPORT		X	
2.180.05.15	UPDATED STORM WATER DATA REPORT		X	
2.180.05.99	OTHER PROJECT REPORT PRODUCTS		X	
2.180.10	FINAL ENVIRONMENTAL DOCUMENT		X	
2.180.10.05	APPROVED FINAL ENVIRONMENTAL DOCUMENT		X	
2.180.10.05.05	DRAFT FINAL ENVIRONMENTAL DOCUMENT REVIEW		X	
2.180.10.05.10	REVISED DRAFT FINAL ENVIRONMENTAL DOCUMENT		X	
2.180.10.05.15	SECTION 4(F) EVALUATION		X	
2.180.10.05.20	FINDINGS			X
2.180.10.05.25	STATEMENT OF OVERRIDING CONSIDERATIONS			X
2.180.10.05.30	CEQA CERTIFICATION			X
2.180.10.05.35	FHWA APPROVAL			X
2.180.10.05.40	SECTION 106 CONSULTATION AND MOA	X		
2.180.10.05.45	SECTION 7 CONSULTATION	X		
2.180.10.05.50	FINAL SECTION 4(F) STATEMENT	X		
2.180.10.05.55	FLOODPLAIN ONLY PRACTICABLE ALTERNATIVE FINDING	X		
2.180.10.05.60	WETLANDS ONLY PRACTICABLE ALTERNATIVE FINDING	X		
2.180.10.05.65	SECTION 404 COMPLIANCE	X		
2.180.10.05.70	MITIGATION MEASURES	X		
2.180.10.10	PUBLIC DISTRIBUTION OF FED AND RESPOND TO COMMENTS	X		
2.180.10.15	FINAL RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X	
2.180.10.99	OTHER FED PRODUCTS		X	

District Agreement No. 8-1383 A/1

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.180.15	COMPLETED ENVIRONMENTAL DOCUMENT	X		
2.180.15.05	RECORD OF DECISION (NEPA)			X
2.180.15.10	NOTICE OF DETERMINATION (CEQA)	X		
2.180.15.20	ENVIRONMENTAL COMMITMENTS RECORD	X		
2.180.15.99	OTHER COMPLETED ENVIRONMENTAL DOCUMENT PRODUCTS		X	
2.180.20	NEPA DELEGATION	X		
205	OBTAIN PERMITS, AGREEMENTS, AND ROUTE ADOPTIONS			X
205.60	FREEWAY AGREEMENTS			X
205.65	ROUTE ADOPTIONS			X

**EXHIBIT B**

**COST ESTIMATE**

<b>TYPE OF FUNDS</b>	<b>STATE's SHARE</b>	<b>AUTHORITY's SHARE</b>
PA&ED Support	\$0 (0%)	\$ 195,000 (100%)
<b>TOTAL</b>	<b>\$0 (0%)</b>	<b>\$ 195,000 (100%)</b>

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 14

**Date:** April 7, 2010

**Subject:** Right-of-Way Cooperative Agreements with the County of San Bernardino and the City of Fontana for the Interstate-10/Citrus Avenue Interchange Project.

**Recommendation:** \* Approve Right-of-Way Cooperative Agreement C10192 with the City of Fontana and the County of San Bernardino for the I-10/Citrus Avenue Interchange Right-of-Way Capital and Support costs for a contribution amount not to exceed \$2,019,000.

**Background:** This is a new cooperative agreement. The engineering design team, managed by SANBAG, has made steady progress and finalized the preliminary design plans and right-of-way requirements for the project and the City is now ready to complete the right-of-way work required for the Citrus Interchange project. This cooperative agreement defines the parties' roles and responsibilities, and the funding share obligations for the right-of-way work.

In May 2008, SANBAG entered into design cooperative agreements C08053 and C08055 with the County and City respectively to provide the required project funding for the Citrus Avenue and Cherry Avenue Interchange projects final engineering phase. These agreements define the funding share, responsibilities and stipulations related to the final design phase for both interchanges. The City and the County funded more than their fair share of the project approval and environmental document (PA&ED) and design phase of these projects. These design agreements state that a separate agreement that defines the amount each party must fund, so each party is paying their share of the project costs, will be entered into. This right-of-way agreement will also serve this purpose, as the

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

amount payable by each party has been calculated so each party has paid their fair share through the right-of-way phase. Any outstanding balances will be addressed in the future construction cooperative agreement.

The total estimated cost for the I-10/Citrus Interchange project right-of-way work is \$5,257,000. Based on the SANBAG Nexus Study SANBAG's share is 61.6% of the project which equates to \$3,238,000. It is recommended that SANBAG contribute an additional \$2,019,000 as reimbursement to the County and City for a portion of its share of the PA&ED and design phase. The total SANBAG contribution is \$5,257,000 with \$3,238,000 State Transportation Improvement Program (STIP) funds and \$2,019,000 Measure I funds. Reimbursement of prior phases will be in accordance with the SANBAG Measure I 2010-2040 Strategic Plan policies. The project funding plan is shown by Attachment "A" and the attached Cooperative Agreement No. C10192.

It is important to note that the SANBAG Board approved the Right-of-Way Cooperative Agreement C10191 on March 3, 2010 with the City of Fontana and the County of San Bernardino for the I-10/Cherry Avenue Interchange Right-of-Way Capital and Support costs for a contribution amount not to exceed \$3,646,000.

**Financial Impact:** The recommendation is consistent with the fiscal year 2009/2010 budget. The funding for this agreement is Measure I Major Projects. Task No. 82610000

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 11, 2010. SANBAG Counsel has reviewed and approved the agreement as to form.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction



# ATTACHMENT A - C10192

## CITRUS INTERCHANGE COSTS AND FUNDING (Rounded to thousands)

CITRUS  
Public Share = 61.6% of Project  
Development Share = 38.4% of Project  
County = 0.6% of Development = 0.2% of Project  
City = 99.4% of Development = 38.2% of Project

Date: 07/06/2009  
Date modified: 01/27/2010; 9 am

PHASE	COST	IMD (Fed)	NET COST	FY	COUNTY		CITY		Public Funds				Comments			
					NEXUS 0.20%	CO-OP contribution	COUNTY CREDIT	NEXUS 38.20%	CO-OP contribution	CITY CREDIT	NEXUS 61.60%	MEASURE/FEDERAL		CO-OP contribution STIP (State)	TCIF (State)	CREDIT
PA / ED	\$1,138		\$1,138	07/08	\$2	\$0	(\$2)	\$435	\$1,138	\$703	\$701	\$0			(\$701)	PA/ED phase by City
PS&E	\$3,935		\$3,935	07/08	\$8	\$39	\$31	\$2,393	\$3,896	\$2,393	\$2,424	\$0			(\$2,424)	Coop. Agreement C08053
R/W	\$5,257		\$5,257	08/09	\$11	\$0	(\$11)	\$5,048	\$0	(\$2,008)	\$3,234	\$2,019	\$3,238		\$2,019	STIP credit to Measure
CONSTRUCTION	\$47,200	\$238	\$46,962	10/11	\$34	\$76	(\$18)	\$27,932	\$16,851	(\$1,088)	\$28,979	\$6,455		\$23,600	\$1,106	TCIF credit to Measure
TOTAL	\$57,530	\$238	\$57,292		\$115	\$115	\$0	\$21,886	\$21,885	(\$0)	\$35,292	\$8,454	\$3,238	\$23,600	\$0	

1. STIP and TCIF directly reduce Measure as they are both Public funds in accordance with SANBAG Policy 40001.
2. PS&E costs are actual consultant contract costs; R/W, and Construction costs are from 2008 Draft RTP
3. PS&E Co-op contribution funds in italics from the County and City are actual cooperative agreement cost shares within SANBAG Contracts C08055 and C08053 for Cherry and Citrus IC respectively.
4. IMD (Fed) funds represent Federal Interstate Maintenance Discretionary funds allocated to the project and will benefit each party per Policy 40001 in accordance to nexus and development share (a total of 238k has been allocated to Citrus IC project).
5. PA / ED costs are calculated using actual consultant contract amount and allocated to each party by the funding nexus share.

SANBAG Contract No. C10192  
by and between  
San Bernardino County Transportation Authority  
and  
COUNTY OF SAN BERNARDINO AND CITY OF FONTANA  
for

ROW Cooperative Agreement with County of San Bernardino and City of Fontana to complete ROW work for I-10/Citrus Interchange

<b>FOR ACCOUNTING PURPOSES ONLY</b>						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
<b>Notes: This is a new contract.</b>						
<b>Original Contract:</b> \$ 2,019,000  <b>Contingency / Allowance Amount:</b> \$ 0		<b>Previous Amendments:</b> \$ _____ <b>Previous Amendments Contingency / Allowance Total:</b> \$ _____ <b>Current Amendment:</b> \$ 0 <b>Current Amendment Contingency / Allowance:</b> \$ 0				
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>						<b>\$ 2,019,000</b>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
826	640	640	5580/53750	99042	MSI Valley-Fwy Interchange	\$ 2,019,000
Original Board Approved Contract Date:				3/3/10	Contract Start: 3/3/10	Contract End:
New Amend. Approval (Board) Date:					Amend. Start:	Amend. End:
<b>Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.</b>						
<b>Approved Budget Authority ►</b>		Fiscal Year: 09/10 \$ 0		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		\$ 2,019,000
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

**CONTRACT MANAGEMENT**

**Check all applicable boxes:**

- ☒ Intergovernmental   
 ☐ Private   
 ☐ Federal Funds   
 ☐ State/Local Funds  
☐ Disadvantaged Business Enterprise (DBE)   
 ☐ Underutilized DBE (UDBE)

**Task Manager:** Garry Cohoe

**Contract Manager:** Chad Costello

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**RIGHT-OF-WAY COOPERATIVE AGREEMENT NO. C10192**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF FONTANA**

**AND**

**COUNTY OF SAN BERNARDINO**

**FOR**

**Interchange Reconstruction at I-10 Citrus Avenue in the City of Fontana**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the County of San Bernardino (hereinafter referred to as "COUNTY") and the City of Fontana (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identify freeway interchange, major street, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, SANBAG, COUNTY and CITY (the "Parties") intend to improve the Interstate 10 and Citrus Avenue Interchange, which includes the widening of Citrus Avenue to six lanes from Slover Avenue north to Valley Boulevard, and the reconstruction of the existing bridge over I-10 ("PROJECT"); and

WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and is included in the SANBAG Nexus Study and will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan; and

WHEREAS, the Parties desire to proceed with Right-of-Way capital and support activities for the Project which is described within Caltrans District Agreement No. 8-1206 and attached to this Agreement as Attachment B, hereinafter referred to as "ROW Work"; and

WHEREAS, this Right-of-Way Cooperative Agreement ("Agreement") is intended to delineate the duties, and funding responsibilities of the Parties for the PROJECT ROW Work; and

WHEREAS, CITY wishes to be the lead agency to complete the ROW Work for the PROJECT; and

WHEREAS, the CITY and COUNTY advanced the Measure I public share portion of the funding for the Preliminary Engineering and Environmental Document ("PA/ED") and Plans, Specifications and Estimates ("PS&E") phases of the Project ("Advanced Funds") with the intent of requesting reimbursement from SANBAG in accordance with the advanced expenditure reimbursement policy in the Measure I 2010-2040 Strategic Plan. (Policy 40002); and

WHEREAS, SANBAG intends to reimburse the CITY and COUNTY a portion of the Advanced Funds through this Agreement and the remainder of the Advanced Funds through the cooperative agreement for the construction phase of the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

#### SECTION I

##### SANBAG RESPONSIBILITIES:

1. In accordance with the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), to be responsible for 61.6% of the total eligible PROJECT ROW Work expenses that are incurred by CITY for an amount not to exceed \$3,238,000.
2. To reimburse CITY within 30 days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual eligible PROJECT ROW Work expenditures that were incurred by CITY, consistent with the invoicing requirements of the Strategic Plan, including back up information.
3. To rely to the maximum extent possible on any prior audit of CITY, performed pursuant to the provisions of State and Federal laws, when conducting an audit of the costs claimed under the provisions of this Agreement. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

#### SECTION II

##### CITY RESPONSIBILITIES:

1. To be the lead agency for this PROJECT and to undertake and complete the ROW Work for PROJECT.
2. To abide by all SANBAG, State and Federal laws, regulations, policies, and procedures pertaining to the PROJECT.

3. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of eligible PROJECT ROW Work expenses. Invoices shall be submitted to SANBAG monthly.
4. In accordance with the Strategic Plan, to be responsible for 38.2% share of the total eligible PROJECT ROW Work expenses incurred by CITY in an amount not to exceed \$2,008,000.
5. To maintain all source documents, books and records connected with CITY's performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT ROW Work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT ROW Work costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific ROW Work activities.
8. To cooperate in having a PROJECT-specific audit completed by SANBAG, at SANBAG's option, upon completion of the PROJECT ROW Work. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under SANBAG's control.

10. To include SANBAG in Project Development Team (PDT) meetings, if and when such meetings are held, and related communications on PROJECT progress and to provide at least quarterly schedule updates to SANBAG.
11. To be the lead agency responsible for administration of the STIP funds on the project and will apply for fund reimbursements accordingly. CITY shall keep SANBAG updated on the status of STIP fund expenditures and reimbursements on a monthly basis. STIP funds and any required matching funds must be expended to pay PROJECT ROW Work costs prior to other funding sources, such as SANBAG Measure I funds.

### SECTION III

#### COUNTY RESPONSIBILITIES:

1. In accordance with the Strategic Plan, to be responsible for 0.2% share of the total eligible PROJECT ROW Work expenses for the PROJECT in an amount not to exceed \$11,000.

### SECTION IV

#### ADVANCED FUNDS REIMBURSEMENT:

1. CITY has advanced approximately \$703,000 of the Measure I public share portion of the funding for the PA/ED phase of the PROJECT and approximately \$2,393,000 of the Measure I public share portion of the funding for the PS&E phase of the PROJECT (see Attachment A, entitled "Project Funding Table"). SANBAG shall reimburse CITY for a portion of these Advanced Funds by funding CITY's 38.2% share of the PROJECT ROW Work costs in this Agreement in an amount not to exceed \$2,008,000.
2. COUNTY has advanced approximately \$31,000 of the Measure I public share portion of the funding for the PS&E phase of the PROJECT (see Attachment A). SANBAG shall reimburse COUNTY for a portion of these Advanced Funds by funding COUNTY's share of the PROJECT ROW Work costs in this Agreement in an amount not to exceed \$11,000. SANBAG shall fund COUNTY's share of the PROJECT ROW Work costs after receiving an invoice from CITY pursuant to Section II, Paragraph 3 of this Agreement. The remaining portion of the Advanced Funds due to COUNTY, approximately \$18,000 (due to the fact that \$2,000 was applied to COUNTY's share of PA/ED expenses), shall be applied by SANBAG to COUNTY's future share of construction phase costs for the PROJECT, as provided in Paragraph 4 of this Section.
3. The final amounts of Advanced Funds for both CITY and COUNTY shall be determined through a SANBAG audit of PA/ED and PS&E costs. Any costs

incurred prior to April 5, 2006 will be disallowed and not eligible for reimbursement by SANBAG in accordance with the Strategic Plan policies.

4. Any reimbursement for any remaining portion of Advanced Funds due to CITY and COUNTY shall be determined and paid for by SANBAG through the cooperative agreement for the construction phase of the PROJECT.

#### SECTION V

##### IT IS MUTUALLY AGREED:

1. If a federal appropriation or earmark is used for PROJECT ROW Work costs, application of those funds shall be consistent with SANBAG Policy 40001/VS-30.
2. The PROJECT ROW Work costs have been determined to be \$5,257,000 (see Attachment A). SANBAG shall have no further responsibilities to provide any funding for PROJECT exceeding this amount without prior SANBAG Board approval, subject to Paragraph 15 of this Section.
3. Eligible PROJECT ROW Work reimbursements shall include only those costs incurred by CITY for PROJECT ROW Work activities that are described in this Agreement and Attachment B and shall not include escalation or interest.
4. STIP funds and any required matching funds must be expended to pay PROJECT ROW Work costs prior to other funding sources, such as SANBAG Measure I funds.
5. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind

and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

7. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG and under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.
8. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY and under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
9. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG and under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.
10. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY and under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless COUNTY, its officers



and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

11. CITY and COUNTY and SANBAG are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.
12. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
13. This Agreement will be considered terminated on December 31, 2012. The Agreement may also be terminated by SANBAG, in its sole discretion, in the event the PROJECT ROW Work has not been initiated by CITY within twelve (12) months of the date of execution of this Agreement.
14. That SANBAG, at SANBAG's option and in coordination with the CITY and COUNTY, may assign additional resources to the PROJECT ROW Work to facilitate its timely completion.
15. In the event CITY determines PROJECT ROW Work may exceed the not to exceed amounts identified in this Agreement, CITY shall inform SANBAG and COUNTY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the contribution amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT ROW Work costs in excess of the contribution amounts identified in this Agreement absent a written amendment to this Agreement that is approved by all Parties.
16. A separate agreement will be required between the Parties to define responsibilities and funding share for the construction phase of the PROJECT.
17. This Agreement may be signed in counterparts, each of which shall constitute an original.

**SIGNATURES ON FOLLOWING PAGE:**

**San Bernardino County  
Transportation Authority**

By: \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**City of Fontana**

By: \_\_\_\_\_  
Mark Nuaimi, Mayor  
City of Fontana

Date: \_\_\_\_\_

**San Bernardino County Board of Supervisors**

By: \_\_\_\_\_  
Gary C. Ovitt  
Chairman

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
Scott Runyan  
County Counsel

Date: \_\_\_\_\_

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 15

**Date:** April 7, 2010

**Subject:** Allocation of Proposition 1B FY 2009/2010 California Transit Security Grant Program – Transit System Safety, Security and Disaster Response Account (TSSDRA) Government Code (GC) 8879.58(a)(2) – Population Funds

**Recommendation:\*** Adopt Resolution 10-008 allocating Proposition 1B TSSDRA Government code 8879.58(a)(2) – Population Funds totaling \$1,597,771 to the following lead Project Sponsors:

Morongo Basin Transit Authority	\$ 62,877
Mountain Area Regional Transit Authority	\$ 101,397
Omnitrans	\$1,189,746
Needles Area Transit	\$ 7,608
Victor Valley Transit Authority	\$ 236,143

**Background:** The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, approved by the voters as Proposition 1B at the November 2006 General Election, included a program of funding in the amount of \$1 billion to be deposited into the Transit System Safety, Security and Disaster Response Account (TSSDRA). Funds appropriated for the FY 2009/2010 California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) is \$60 million dollars (projects will be subject to available bond funding) and are

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*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

BRD1004a-bk  
Attachments:  
BRD1004a1-bk  
RES10008-bk

being made available to eligible transit system safety and security projects under the CTSGP-CTAF.

The CTAF is administered through the Governor's Office of Homeland Security (OHS). Fifty percent (50%) of these funds are apportioned by the State controller to eligible transit agencies using the formula in Section 99314 of the Public Utilities Code (Operators Apportionment) and the remaining 50 percent (50%) is allocated by the State controller to regional transportation agencies (SANBAG) using the formula in Section 99313 of the Public Utilities Code (Population Apportionment)

In the current fiscal year, SANBAG will receive \$1,597,771 in Population Funds. SANBAG is responsible for determining eligible amounts for each project sponsor under its authority. The following transit agencies will receive the following CTAF Operator Funds totaling \$155,433

Morongo Basin Transit Authority	\$ 4,888
Mountain Area Regional Transit Authority	\$ 3,287
Omnitrans	\$128,566
Victor Valley Transit Authority	\$ 18,692

These funds are designated to be used for transit capital projects that provide increased protection against a security threat including but not limited to:

Construction or renovation projects enhancing security of public transit stations or facilities

Explosive device mitigation

Communications equipment

Physical security enhancement equipment

Improved security at transit station or facilities

Capital expenditures increasing capacity of transit operators to develop disaster response systems

SANBAG staff has confirmed with each of the transit agencies on the distribution of the Population Funds, with the exception of the City of Barstow, each agency requested funding from the apportionment.

Attachment A provides the recommended list of transit capital security projects for which the population funds will be made available. Included in the attachment is the use of each eligible operator's allocation of Operator Funds. Also attached is Resolution 10-008 approving and authorizing the project sponsors to apply for the CTSGP-CTAF Population Funds through the Office of Homeland Security

***Financial Impact:*** The approval of this item will result in the allocation of \$1,597,771 in CTSGP-CTAF Population Funds to five public transit agencies. The State Controller will allocate those funds directly to the project

***Reviewed By:*** This item was reviewed by the Commuter Rail and Transit Committee on March 17, 2010 and unanimously recommended for approval.

***Responsible Staff:*** Beth Kranda, Transit Analyst

**San Bernardino County Proposition 1B California Transit Security Grant Program  
California Transit Assistance Fund Allocations**

	FY 2009-2010 Eligible Allocation:	GC 8879.58(a)(3) Operator	GC8879.58(a)(2) Population	Total
		\$309,993	\$1,597,771	\$1,907,764
<b>Lead Project Sponsor:</b>	<b>Projects:</b>		<b>TARGET \$ AMT</b>	
Morongo Basin Transit Authority	Security Cameras for 6 replacement vehicles Security Doors for Joshua Tree Operations Facility	\$4,888	\$62,877	\$67,765
Mountain Area Regional Transit Authority	Security Cameras for MARTA Buses	\$3,287	\$54,631 \$46,766	\$57,918 \$46,766
Omnitrans	Vehicle Transponders, Bus Stop Lighting, Security Lighting, Security Station Rebuild	\$128,566	\$0 \$1,189,746	\$104,684 \$1,318,312
Victor Valley Transit Authority	Security Cameras for Paratransit Fleet	\$18,692	\$236,143	\$254,835
SCRRA*		\$154,560		\$154,560
Barstow Area Transit	Barstow did not submit any projects - populations funds will be allocated to MARTA	\$0	\$46,766	\$0
Needles Area Transit	Security upgrades to City Yard	\$0	\$7,608	\$7,608
		\$309,993	\$1,597,771	\$1,907,764

\*SCRRA is not eligible for this funding, they fall under Commuter Rail Allocation

**RESOLUTION NO. 10-008**

**RESOLUTION OF THE SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION APPROVING THE ALLOCATION  
OF PROPOSITION 1B FY 2009-2010 CALIFORNIA TRANSIT SECURITY  
GRANT PROGRAM – CALIFORNIA TRANSIT ASSISTANCE FUNDS –  
POPULATION FUNDS**

**WHEREAS**, the San Bernardino County Transportation Commission (SANBAG) is the designated transportation planning agency for San Bernardino County and is therefore eligible to receive and allocate funds under Government Code 8879.58(a)(2) based upon population; and

**WHEREAS**, SANBAG has been identified as the recipient of Proposition 1B CTSGP-CTAF Population Funds in the amount of \$1,597,771; and

**WHEREAS**, SANBAG Board approves the allocation of the Population Funds to six local transit agencies for the purpose of enhancing safety and security on public transit systems throughout San Bernardino county;

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of San Bernardino County Transportation Commission hereby finds that:

1. SANBAG approves the allocation of \$1,597,771 in Proposition 1B CTSGP-CTAF Population Funds to the following entities and following amounts:

Morongo Basin Transit Authority	\$ 62,877
Mountain Area Regional Transit Authority	\$ 101,397
Omnitrans	\$1,189,746
Needles Area Transit	\$ 7,608
Victor Valley Transit Authority	\$ 236,143

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this April 7, 2010.

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*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

## *Minute Action*

### AGENDA ITEM: 16

**Date:** April 7, 2010

**Subject:** Request for Proposal (RFP) C10209 Transit and Specialized Transportation, Planning Services

**Recommendation:\*** Authorize staff to release a Request for Proposal (RFP) C10209 for Consulting Services for SANBAG Transit and Specialized Transportation Planning Services.

**Background:** In May 2004 the Board approved a two year sole source contract, with provision for two two-year extensions with A Menninger Mayeda Alternative (AMMA) for public and specialized transit planning professional services. The final extension expires in June of 2010 and staff is recommending approval of a request for proposal for transit and specialized transportation planning services.

The Scope of Services detailing the planning services required is attached as Exhibit "A". The Transit and Specialized Transportation Planning Services is a vital contract to the ongoing planning efforts of SANBAG's Transit department. Many of the activities described in the Scope of Services are required pursuant to the Transportation Development Act and under California Public Utilities Code.

**Financial Impact:** The development of the scope and the RFP is consistent with the adopted budget. At the time of award of contract staff will prepare a budget amendment to cover the cost of the contract.

**Reviewed By:** This item was reviewed by the Commuter Rail and Transit Committee on March 17, 2010 and unanimously recommended for approval.

**Responsible Staff:** Beth Kranda, Transit Analyst

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



## **Exhibit "A"**

### **Project Overview and Scope of Services**

#### **SANBAG Transit and Specialized Transportation, Planning Services**

San Bernardino Associated Governments, acting as the San Bernardino County Transportation Commission, has planning, coordination and project approval responsibility for six public transit agencies including Omnitrans, Victor Valley Transit Authority, Morongo Basin Transit Authority, Mountain Area Transit Authority, Barstow Area Transit, Needles Area Transit and works with other social service providers.

San Bernardino Associated Governments is seeking a professional consultant team to assist with Transit and Specialized Transit Planning Services. The project includes providing support to the Public and Specialized Transit Advisory Coordinating Council, assistance with the annual Transportation Development Act unmet transit needs public hearings, support on Federal Transit Administrative Grant processes and overall technical support to public and specialized transit operators.

#### **Scope of work:**

1. Consultant Services – The Consultant shall be responsible for supporting SANBAG's public and specialized transportation planning efforts including the following:
    - a. Providing support to the Public and Specialized Transit Advisory and Coordinating Council, including preparing and mailing/distribution of meeting agenda notices and providing support materials and services.
    - b. Conducting, publishing and distributing the annual inventory of public and social service transportation services.
    - c. Assist in conducting the annual Transportation Development Act Unmet Transit Needs Public Hearings, including mailing of hearing notices, attending hearings, summarizing testimony received and developing responses to the testimony, notifying those testifying of the responses and when the formal findings will be adopted, and coordinated with SANBAG in preparing the annual submittal of the Unmet Transit Needs Public Hearing process to the State.
    - d. Distribute information to eligible agencies for the Federal Transit Administration Section 5310 Capital Grant Program, assist potential applicants, convene the Local Review Panel to review and score applications, develop a list of projects recommended for approval and programming by the Board
- BRD1004b-bk

e. Distribute information, and construct of Call for Projects for the Federal Transit Administration Section 5316 – Job Access and Reverse Commute Grant Programs and Section 5317 – New Freedom Grant Application including local program administration

f. Provide technical assistance to public and specialized transit operators with respect to the implementation of the Americans with Disabilities Act to ensure compliance, monitor legal issues and proposed regulatory changes.

g. Coordinate and represent SANBAG with state and national specialized transit organizations.

h. Assist in the development of services and/or programs recommended in the Public Transit/Human Services Transportation Coordination Plan, including the review of competitively sought proposals for the recommended services and/or programs.

i. Provide support for identifying strategies for the development of a Consolidated Transportation Services Agency within the San Bernardino Valley and perhaps in the Victor Valley

j. Monitor Transit and Specialized transit initiatives including training for general public and human services providers

k. Special grants-making activities as needed.

l. Provide technical assistance to public and specialized transit systems as requested by SANBAG.

m. Provide general support for updates to various planning efforts/activities.

n. Staff augmentation as needed.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 17

**Date:** April 7, 2010

**Subject:** Fiscal Year 2010/2011 Regional Transportation Improvement Program (RTIP)  
Resolution of Fiscal Constraint

**Recommendation:** 1. Adopt the Fiscal Year 2010/2011 County Transportation Improvement Program  
2. Approve Resolution No. 10-007 certifying the Fiscal Year 2010/2011 RTIP is financially constrained.

**Background:** At the November 4, 2009 SANBAG Board meeting, SANBAG staff presented a report on the preparation of the 2010/2011 RTIP. Since that time, staff has worked independently with the local agencies within San Bernardino County to gather project information for inclusion in the upcoming 2010/2011 Regional Transportation Improvement Program prepared by the Southern California Association of Governments (SCAG). This item requests approval of the projects submitted by each local agency and their councils for inclusion into the 2010/2011 RTIP and a resolution of financial constraint.

The RTIP defines the universe of projects potentially eligible to receive federal local assistance funds, and serves as the official programming document for project scope, cost and schedule information. The RTIP includes all projects that are regionally significant regardless of funding sources, and also includes all projects funded with federal funds, traditional state transportation funds such as State Transportation Improvement Program (STIP) funds, and Proposition 1B

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

funds. The five-year RTIP must be financially constrained to endure that funds listed are committed, and it effectively locks in each project's scope, cost and schedule by phase. Any significant project modification in scope, cost and schedule requires an RTIP amendment. There are 680 projects in the FY10/11 RTIP with total project costs totaling about \$2.9 billion. A complete copy of the RTIP is available for public review in SANBAG offices.

The 2010/2011 Resolution responds to a requirement under both federal and state law to develop an RTIP (23 U.S.C. 134 (h) and 49 U.S.C. 5303 (H); California Government Code 14527, 65082 and 130301 et seq.) that is a financially constrained document. Under SCAG's Regional Transportation Improvement Program guidelines, a resolution from each County is required to support the inclusion of projects into the Federal Transportation Improvement Program.

***Financial Impact:*** Staffing and support costs for preparation of SANBAG's RTIP submittal to SCAG are addressed in the Fiscal Year 2009-2010 SANBAG Budget, Task number 50010000.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by Plans and Programs Policy Committee on March 17, 2010.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

**RESOLUTION NO. 10-007**

\*2010/2011 RTIP (Regional Transportation Improvement Program)

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION (SANBAG) CERTIFIES THAT SAN BERNARDINO COUNTY HAS THE RESOURCES TO FUND THE PROJECTS SUBMITTED FOR INCLUSION IN THE FEDERAL FISCAL YEAR (FFY) 2010/2011-2015-2016 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMING ITS COMMITMENT TO IMPLEMENT ALL OF THE PROJECTS SUBMITTED IN THE PROGRAM**

**WHEREAS**, San Bernardino County is located with the metropolitan planning boundaries of the Southern California Association of Governments; and

**WHEREAS**, the Safe, Accountable, Flexible, Efficient Transportation Equity Act; A Legacy for Users (SAFETEA-LU) requires SCAG to adopt a regional transportation improvement program for the metropolitan planning area; and

**WHEREAS**, The SAFETEA-LU also requires that the regional transportation improvement program include a financial plan that demonstrates how the transportation improvement program can be implemented; and

**WHEREAS**, San Bernardino County Transportation Commission is the agency responsible for short-range capital and service planning and programming for the San Bernardino County area within SCAG; and

**WHEREAS**, as the responsible agency for short-range transportation planning, the San Bernardino County Transportation Commission is responsible for the development of the San Bernardino County Transportation Improvement Program, including all projects within its boundaries; and

**WHEREAS**, San Bernardino County Transportation Commission has programmed the FFY 2010/2011 – 2015/2016 in year of expenditure dollars; and

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*Approved  
Board of Directors*

*Date:*

*Moved:*

*Second:*

*In Favor: Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

R10-007

**WHEREAS,** San Bernardino County Transportation Commission adopts the FFY 2010/2011-2015/2016 San Bernardino County Transportation Improvement Program with funding for FFY 2010/2011 and 2011/2012 available and committed, and reasonably committed for FFY2012/2013 through 2015/2016; and

**NOW, THEREFORE, BE IT RESOLVED;** that the San Bernardino County Transportation Commission (SANBAG) that it affirms its continuing commitment to the projects in the FFY 2010/2011-2015/2016 SANBAG Transportation Improvement Program (TIP); and

**BE IT FURTHER RESOLVED,** that the FFY 2010/2011-2015/2016 SANBAG TIP Financial Plan identifies the resources that are available and committed in the first two years and reasonably available to carry out the program in the last four years, and certifies that:

1. The Regional Transportation Improvement Program projects in the FFY 2010/2011-2015/2016 (SANBAG) TIP are consistent with the proposed 2010 State Transportation Improvement Program scheduled to be approved by the California Transportation Commission in May 2010; and
2. All of the projects in the SANBAG TIP have complete funding identified in the Program.
3. San Bernardino County Transportation Commission has the funding capacity in its county Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Program (CMAQ) allocations to support all such programming in the FFY2010/2011-2015/2016 SANBAG TIP; and
4. The local match for projects funded with federal STP and CMAQ programs is identified in the RTIP; and
5. All of Federal Transit Administration funded projects are programmed within SAFETEA-LU Guaranteed Funding levels.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 18

**Date:** April 7, 2010

**Subject:** Allocation of Congestion Mitigation Air Quality (CMAQ) funds and Surface Transportation Program (STP) funds to priority projects to protect SANBAG's federal Obligation Authority (OA) and apportionments available for FY 09/10.

- Recommendation:\***
- A) The I-10 Westbound Lane Addition project in the amount of \$11,500,000 in STP funds in Fiscal Year 2009/2010.
  - B) The I-215 Bi-county HOV Gap Closure project in the amount of \$11,000,000 in CMAQ funds in Fiscal Year 2009/2010.
  - C) The I-215/I-15 Devore Interchange project in the amount of \$8,800,000 in STP funds in Fiscal Year 2009/2010.
  - D) The Palm Avenue Grade Separation project in the amount of \$4,300,000 in CMAQ funds in Fiscal Year 2009/2010.
  - E) The Hunts Lane Grade Separation project in the amount of \$6,590,000 in CMAQ funds in Fiscal Year 2009/2010.
  - F) The SR-210 Landscape project in the amount of \$5,000,000 in STP funds in Fiscal Year 2009/2010.

**Background:** In December 2009, after FHWA issued two rescission notices that led to the loss of significant amounts of unobligated CMAQ and STP apportionments to Southern California transportation agencies, these agencies formed the Southern California Transportation Programming Roundtable to develop strategies that can

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

combat future federal funds rescissions and improve federal funds delivery within Southern California. Members of the Roundtable include representatives from the Los Angeles County Metropolitan Transportation Authority (MTA), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), Ventura County Transportation Commission (VCTC), Southern California Association of Governments (SCAG), and SANBAG. The goal of the group is to work in collaboration to ensure against loss of federal funds to Southern California and minimize risk of future federal rescissions.

The group has met three times since December 2009 and has developed a strategy to secure unobligated apportionments for use within the represented counties. The strategy indicates that while each region intends to deliver 100% of its Obligation Authority (OA) for each fiscal year, the participating agencies would enter into OA loan agreements if some regions cannot deliver 100% OA and other regions are able to deliver over 100% OA. The goal is that agencies collectively will deliver a minimum of 100% OA every year from now on.

For FY09/10, SANBAG's estimated unobligated OA balance is around \$68 million and apportionment balance is estimated at \$102 million. These OA and apportionment balances include project savings from the I-215 segment 1 and 2 construction project and the Metrolink parking structure project, the de-obligated balance from the completed I-10 Truck Climbing lane project and the projected full apportionment level for Fiscal Year 2009/2010 under the federal transportation act, SAFETEA-LU.

The current allocations of CMAQ and STP for FY09/10 will not meet the \$68 million OA level and they are far from reaching the \$102 apportionment level. To meet or exceed 100% OA delivery goal, staff therefore recommends allocation of the un-programmed balances, consistent with SANBAG Local Assistance fund allocation principles approved in 2003 and the Measure I 2010-2040 Expenditure Plan, to eligible projects otherwise funded with Measure I or other public funds and that can be delivered in Fiscal Year 2009/2010. The proposed action will both save Measure I funds for other eligible projects, and reduce future bonding needs. The proposed action is similar to and consistent with the March 3, 2010 SANBAG Board approval of allocations for the E Street SBX Bus Rapid Transit (BRT) project, the I-15/La Mesa Nisqualli Interchange project and the Yucca Loma Bridge project. Allocations recommended at this time are as follows:

- The I-10 Westbound Lane Addition project in the amount of \$11,500,000 in STP funds in Fiscal Year 2009/2010.



- The I-215 Bi-county HOV Gap Closure project in the amount of \$11,000,000 in CMAQ funds in Fiscal Year 2009/2010.
- The I-215/I-15 Devore Interchange project in the amount of \$8,800,000 in STP funds in Fiscal Year 2009/2010.
- The Palm Avenue Grade Separation project in the amount of \$4,300,000 in CMAQ funds in Fiscal Year 2009/2010.
- The Hunts Lane Grade Separation project in the amount of \$6,590,000 in CMAQ funds in Fiscal Year 2009/2010.
- The SR-210 Landscape project in the amount of \$5,000,000 in STP funds in Fiscal Year 2009/2010

The recommended allocations exceed SANBAG'S available OA for Fiscal Year 2009/2010 but are within SANBAG's projected apportionment level. Staff will utilize the allowable Expedited Project Selection Procedures (EPSP) to ensure SANBAG maximizes its access to federal funds, including the August redistribution of federal funds from other states. The EPSP process allows SANBAG to advance federal funded project delivery by utilized Measure I funds in lieu of federal funds when federal funds are not available at time of obligation. Once the federal apportionments/OA become available, the EPSP Measure I funds can be converted to federal funds to receive federal funds reimbursement.

**Financial Impact:** This recommendation will replace Measure I funds otherwise budgeted for the recommended projects and will maximize SANBAG's ability to compete for additional OA that may become available through the August redistribution. These changes will be reflected in Fiscal Year 2010-2011 Budget.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on March 17, 2010.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 19

**Date:** April 7, 2010

**Subject:** Programming of Transportation Enhancement (TE) Funds from Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)

- Recommendation:** \*
- 1) Allocate \$1.77 million of SAFETEA-LU Transportation Enhancement fund savings from I-215 Segments 1 & 2 landscaping and program \$445,000 from FY 2009/10 of SAFETEA-LU Transportation Enhancement funds for SR-210 Segment 8 landscaping.
  - 2) Allocate \$2.5 million of SAFETEA-LU Transportation Enhancement funds in Fiscal Year 2010/11 for SR-210 Segment 9 landscaping.
  - 3) Program \$2.35 million of SAFETEA-LU Transportation Enhancement funds in Fiscal Year 2009/10 for Pacific Electric Trail Phases 3B and 4 in the City of Fontana.
  - 4) Program \$551,000 of SAFETEA-LU Transportation Enhancement funds in Fiscal Year 2009/10 for Mission Blvd (Phase 9) landscape project in the City of Montclair.

**Background:** The TE program was incorporated into the State Transportation Improvement Program (STIP) beginning with Fiscal Year 2003/2004. SANBAG's 5-year TE programming capacity in the 2010 STIP (Fiscal Year 2010/2011-2014/2015) is

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

\$23.2 million (including \$4.045 million of un-programmed balance from Fiscal Year 2009/10).

In August 2003, the SANBAG Board of Directors approved funding principles and set aside projects for Transportation Enhancement (TE) funds from SAFETEA-LU. Historically, TE projects have proven the most difficult of the Local Assistance Projects to achieve obligation and are most subject to delay. Consequently, the SANBAG Board approved a staff recommendation to set aside TE funding for several large-scale, high priority regional projects. The Pacific Electric Trail and SR-210 Landscaping were both included in the set aside list of projects.

The State Route 210 Segment 8 and 9 Landscape Construction projects propose to provide planting, irrigation and inert groundcover (mulches, gravel and rock blanket) along SR-210 from west of Sierra Avenue in the City of Fontana to west of the Riverside Avenue Overcrossing in the City of Rialto, a distance of approximately 3.5 miles. Low-maintenance planting will conform to the Foothill Freeway Landscape Master Plan and includes native plant species. Aesthetic features using inert groundcover are incorporated into the design to reduce water usage and lower maintenance requirements throughout the landscaped corridor. Construction for Segment 8 is expected to begin in August 2010 and in April 2011 for Segment 9. The total project cost is estimated at \$5.2 million for Segment 8 and \$5 million for Segment 9. TE funds were previously programmed for SR-210 landscaping in the 2010 STIP (\$10 million for 4 segments). The remaining cost is funded with a combination of Federal Surface Transportation Program (STP) and Measure I funds.

The Pacific Electric Trail Phases 3B and 4 in the City of Fontana are approximately 2.22 miles. The construction of these segments will complete the 7 mile section within the City limits. The estimated total project cost is \$3.76 million with \$1.42 million matching funds provided by the City's general fund. Construction is expected to begin in August 2010. Since the Riverwalk Trail project in the City of Victorville was delayed because of railroad right of way issues, additional studies are now required on other alternatives. The Pacific Electric Trail Phase 3B and 4 is the only high priority regional project that is ready for delivery.

The Mission Blvd landscape project (Phase 9) in the City of Montclair was included in the American Recovery and Reinvestment Act (ARRA) TE project

list. The project will reconstruct a portion of Mission Boulevard within the City of Montclair and the City's sphere of influence in San Bernardino County. Enhancements will include adding sidewalks to both sides of the street, street lighting, landscaped median, parkway landscaping and public information signs. The estimated total project cost is \$1.3 million matching funds provided by the City's general fund. Construction is expected to begin in August 2010.

The amount of RIP TE funds in Recommendations 1 and 4 have been adjusted since the Plans and Programs Policy Committee on March 17, 2010 based on subsequent discussion with the City of Montclair and Caltrans on TE eligible costs on the project.

**Financial Impact:** Staff activities associated with this item are consistent with the adopted SANBAG Fiscal Year 2009-2010 Budget, Task No. 37310000. RIP TE funds allocated to local agencies are administered by Caltrans and do not flow through the SANBAG budget. TE funds programmed for SR-210 Segment 8 & 9 will be reflected in the Fiscal Year 2010-2011 budget accordingly.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on March 17, and the Mountain/Desert Committee on March 26, 2010. However, the item was updated based on subsequent discussion with the City of Montclair and Caltrans.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming

# **DISCUSSION ITEMS**

•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 20

**Date:** April 7, 2010

**Subject:** 2009 San Bernardino Freeway Service Patrol (FSP) Driver Recognition Awards

**Recommendation:\*** Receive Information on the 2009 San Bernardino FSP Program Top Driver and Drivers of Excellence Awards.

**Background:** FSP consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "Beat." FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in unsafe conditions in traffic lanes, improving traffic delay, as well as reducing fuel consumption, vehicular emissions and secondary accidents. San Bernardino began its program in January 2006 and now has eight separate Beats in operation and on average assists 35,000 motorists each year.

For the past three years, the Top Driver and the Drivers of Excellence of the prior calendar year, are selected and recognized during the first drivers' meeting in March. These awards are based on the following criteria:

1. The driver must perform a minimum of 1,000 assists in the prior year.
2. The driver did not have any "write-ups" during the period (occurs when a driver does not follow FSP procedures).
3. The driver did not have any "late arrivals" when starting their "Beat".
4. The driver's accuracy rating when entering assist data into the data device is extremely high – approximately less than a one percent error rate.
5. The driver received numerous compliments from the motorist they assisted.

*Approved*

*Board of Directors*

*Date: April 7, 2010*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

As a result of these criteria, the following drivers are being recognized for their outstanding efforts, high level of professionalism and customer service they provide to stranded motorists along San Bernardino freeways:

- **Top Driver** - Joshua Tillet, with Pepe's Towing of Colton. Tillet has been with the San Bernardino FSP Program for two years and assisted more than 2,300 motorists during the 2009 calendar year.
- **Three Drivers of Excellence**, which collectively provided more than 4,800 assists during 2009:
  1. Gerald Britten, with JLM Towing of San Bernardino;
  2. Hector Reyes, with JLM Towing of San Bernardino; and
  3. Michael Whitt, with Steve's Towing of Rancho Cucamonga.

These four FSP drivers provided more than 7,100 motorist assists in 2009. Congratulations to these four drivers and all the other drivers that help make the San Bernardino FSP program a huge success.

**Financial Impact:** There is no financial impact related to this information item. The San Bernardino FSP Program receives an annual allocation from the State of California to implement FSP services, which is matched 20% by local revenue (Department of Motor Vehicle registration fees). TN 70410000.

**Reviewed By:** This item has not had prior Policy Committee review.

**Responsible Staff:** Kelly Lynn, Manager of Air Quality/Mobility Programs

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 21

**Date:** April 7, 2010

**Subject:** Update on Desert Xpress High Speed Rail Project

**Recommendation:\*** Receive presentation from Andrew Mack, Desert Xpress Vice President on the status of this high speed rail project from Las Vegas to Victorville.

**Background:** Desert Xpress is a private company seeking to build a high speed rail system from Las Vegas to Victorville that generally follows the I-15 alignment. Desert Xpress has been processing their environmental documents through the Federal Railroad Administration and have held public meetings along the project corridor. This report will be an opportunity for representatives of Desert Xpress to update the SANBAG Board on the current status of the project and their plans for the future.

**Financial Impact:** This item has no financial impact to SANBAG.

**Reviewed By:** This item has not received previous policy committee review.

**Responsible Staff:** Duane A. Baker, Director of Management Services

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*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_



## *Minute Action*

AGENDA ITEM: 22

**Date:** April 7, 2010

**Subject:** Notice of Presidential Appointment to Southern California Association of Governments (SCAG) Policy Committees and the Alameda Corridor-East Construction Authority

**Recommendation:**\* Note the following SANBAG Presidential appointments:

1. Hesperia City Council Member Mike Leonard to fill a vacancy on the SCAG Community, Economic, and Human Development Committee.
2. Chino Hills Vice Mayor Ed Graham to fill a vacancy on the SCAG Transportation and Communications Committee.
3. Needles Mayor Jeff Williams to fill a vacancy on the SCAG Energy and Environment Committee.
4. Barstow Mayor Pro Tem Julie McIntyre to fill a vacancy as the alternate ex-officio member of the Alameda Corridor – East Construction Authority.

**Background:** In accordance with SANBAG Policy 10001, the SANBAG President is authorized to appoint members of the Board of Directors to SCAG policy committees and other selected committees. All Presidential appointments are announced at the SANBAG Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of SANBAG committee membership and representation.

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Board President Paul Eaton has appointed Hesperia City Council Member Mike Leonard to fill a vacancy on the SCAG Community, Economic, and Human Development Committee; Chino Hills Vice Mayor Ed Graham to fill a vacancy on the SCAG Transportation and Communications Committee; Needles Mayor Jeff Williams to fill a vacancy on the SCAG Energy and Environment Committee; and Barstow Mayor Pro Tem Julie McIntyre to fill a vacancy as the alternate ex officio member of the Alameda Corridor – East Construction Authority.

The item serves to comply with SANBAG policy relative to announcement of appointments.

***Financial Impact:*** This item has no financial impact on the adopted SANBAG budget.

***Reviewed By:*** This item has not received prior policy committee review.

***Responsible Staff:*** Duane A. Baker, Director of Management Services

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 23

**Date:** April 7, 2010

**Subject:** SCAG District 8 Regional Council Representative

**Recommendation:\*** Approve waiver of Policy 10004, Section IV B and declare Deborah Robertson, City of Rialto, the SCAG District 8 Regional Council Representative.

**Background:** Every two years, the mayor and city council members from cities in SCAG Districts hold elections to select their Regional Council Representative. SCAG allows subregional members, like SANBAG, to establish criteria for candidates for Regional Council.

SANBAG Policy 10004, Section IV B states that eligible candidates will be members of the SANBAG Board of Directors or if the SANBAG Board Member of a city declines to be a candidate, then the SANBAG Board alternate can be an eligible candidate.

A call for candidates went out in District 8 (Rialto and Fontana) and no eligible candidates declared their candidacy. However, Rialto Council Member Deborah Robertson indicated her desire to continue to serve as the SCAG District 8 Regional Council Representative for another term. Council Member Robertson is not currently a SANBAG Board Member or alternate, though she was when she was originally elected to her current term in 2008.

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

Absent any eligible candidates, it is recommended that Policy 10004 be waived in this instance and that Deborah Robertson be declared the SCAG District 8 Regional Council Representative.

***Financial Impact:*** This action has no financial impact on SANBAG.

***Reviewed By:*** This item has not received previous policy committee review.

***Responsible Staff:*** Duane A. Baker, Director of Management Services